

Law Offices

August 2, 2013

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WISCONSIN

By ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

RE: *Rates for Interstate Inmate Calling Services*
WC Docket No. 12-375

Dear Ms. Dortch:

Pursuant to Section 1.1206(b) of the FCC's rules, undersigned counsel for Martha Wright, et al. (the "Petitioners") hereby submits the following information to address statements made by Inmate Calling Service (ICS) providers regarding the inability to integrate future regulatory changes resulting from the adoption of the Petitioners' proposal to their existing contracts with correctional facilities.

In particular, the Petitioners proposed a "fresh look" period, in the event that the Petitioners' rate proposal is adopted, to provide ICS providers and correctional authorities the opportunity to reform their existing contracts to the new rate structure.¹ In opposition, several of the ICS providers claimed that existing contracts cannot be renegotiated, and that the proposed rate proposal should only apply to new contracts.²

In order to address this issue, Petitioners have reviewed scores of publically-available contracts, both for large state correctional authorities and small county facilities, and it is clear that the ICS Providers' opposition is misplaced.

For example, attached as Exhibit A is an excerpt from the agreement between the Texas Department of Criminal Justice and CenturyLink. As provided in Section B.1.2 of the agreement, changes in state and federal regulations were anticipated, and the parties agreed to renegotiate the agreement in good faith in such an event. A similar provision was included in the agreement between the Louisiana Department of Public Safety and Securus, whereby the parties agreed to renegotiate in good faith if the state or the FCC required a reduction in rates. *See Exhibit B.* The State of California also included a similar provision into its agreement with Global Tel*Link Corporation, and GTL agreed to "work with the State and implement changes within twelve (12) months of the regulation effective date at no cost to the State and no increase in rates to the called parties."³

¹ *Petitioners' Comments*, pgs. 28-29. *See also Petitioners' Reply Comments*, pgs. 14-15.

² *Comments of CenturyLink*, pg. 16. *Securus Ex Parte*, dated May 31, 2013 ("Most contracts do not contain change of law provisions."). *Telmate Ex Parte*, July 30, 2013.

³ *See Exhibit C.*

Such arrangements are not only the province of large, state-run correctional facilities. Included as Exhibit D are excerpts from county jails (e.g., Charleston County, South Carolina) with several smaller ICS providers (i.e., ICS & Legacy), wherein the respective parties also agreed to conform their agreements in the future to take into account possible changes in the regulatory landscape.

In light of this information, and similar evidence previously provided in the record,⁴ it is clear that the parties to ICS contracts routinely reserve the right to amend or renegotiate contracts should there be changes in state or federal regulations. Large state correctional authorities such as California and Texas, and small county jails alike, have acknowledged that regulatory changes could impact their contractual obligations, and have taken steps to account for such changes in their agreements.

As such, in the event that the FCC adopts the Petitioners' rate proposal, there should be no reason why the changes contemplated therein cannot be then integrated into existing contracts by the ICS providers. The evidence provided by the Petitioners demonstrates that future regulatory changes are anticipated by the contracting parties, and, once again, the ICS providers have failed to submit any actual evidence to support their arguments.

Should there be any questions regarding this submission, please contact undersigned counsel.

Respectfully submitted,



Lee G. Petro

DRINKER BIDDLE & REATH LLP
1500 K Street N.W., Suite 1100
Washington, DC 20005-1209
202-230-5857 – Telephone
202-842-8465 - Telecopier

Counsel for Martha Wright, et al.

⁴ Letter of Lee G. Petro, dated June 28, 2012, CC Dkt. 96-128, pg. 3 (responding to Securus allegation that contracts are not renegotiated “unless they are close to expiry.”).

EXHIBIT A

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO. 696-IT-9-15-C0069	2. SOLICITATION NO. 696-IT-8-P022	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED February 25, 2008
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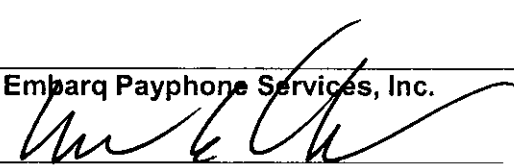
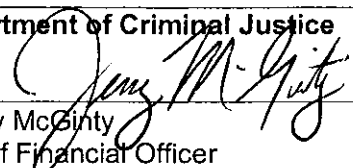
SOLICITATION

5. Sealed offers will be received by the Department until 3:00 p.m. local time on April 15, 2008 , and submitted to: Texas Department of Criminal Justice Contracts and Procurement Department Information Technology and Utilities Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 Attention: 696-IT-8-P022	6. FOR INFORMATION CONTACT: Frank L. Williams, CTPM Contract Administrator PHONE: (936) 437-7118 FAX: (325) 023- 3210 E-MAIL: frank.williams@tdcj.state.tx.us
--	--

OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:→ Not Applicable	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
8. ACKNOWLEDGMENT OF AMENDMENTS: (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	March 7, 2008	A-004	April 30, 2008
	A-002	April 16, 2008	A-005	May 2, 2008
	A-003	April 25, 2008		
9. NAME AND ADDRESS OF OFFEROR:→ Embarq Payphone Services, Inc 9300 Metcalf Ave Overland Park, KS 66212	10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) William, E. Cheek, President			
11. TELEPHONE NO. (Include area code) (913) 534-5351	12. SIGNATURE	13. OFFER DATE 5/12/08		

TO BE COMPLETED AT TIME OF AWARD

Document Type: 9 This award consummates the contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to TDCJ shall prevail.	
By:  William E. Cheek Title: President Date: 8/27/08	By:  Jerry McGinty Title: Chief Financial Officer Date: 10-3-08

Contract Document Changes

The following items have been mutually agreed to by Embark Payphone Services, Inc. and the Department, and are hereby incorporated into this Contract:

1. The solicitation number has been replaced with the contract number.
2. The appropriate signatories have been included on the signature lines of the Solicitation, Offer, and Award (SOA) document. The contract administrator's facsimile number has also been changed.
3. The definition for Continental United States has been inserted into Section A, Contract Definitions.
4. The first two paragraphs of Section B.1.2 Pricing Instructions have been deleted.
5. Section B.1.2 now reads as follows:

B.1.2 Pricing Instructions

Commission revenues shall be calculated as a fixed percentage based on the gross monthly call revenues for all calls completed by offenders. All commissions the State will realize from the OTS are to be described in detail in this item including the percentage of the commission. The Contractor shall pay the Department monthly, a commission of *not less than* forty percent (40%) of gross revenue billed.

Commission revenue begins to accrue when the first completed telephone call is made by an offender. Only completed telephone calls are to be billed from the time that the end user accepts the call and conversation begins. Incomplete calls are not billable.

Should any relevant regulatory entity (e.g. Federal Communications Commission (FCC), the Public Utilities Commission of Texas (PUCT)) or legislative entity modify, eliminate, or establish additional rates, fees or other charges that are allowed or required to be collected for the services provided by Contractor during the term of the contract; the Contractor must notify the Department in writing at least sixty (60) business days prior to implementation of any required or permitted rates, fees, or other charges. Notification must include documentation from the appropriate regulatory or legislative entity detailing the changes.

Should Federal or State statutes or regulations change in the future either reducing or eliminating commissions or reducing the rates, fees or other charges that are allowed or required to be collected by the Contractor for offender calling services provided under this Contract, the Department and Contractor agree to renegotiate such commissions and/or contract rates, fees or other charges in good faith to

preserve, to the greatest extent possible, the economic benefits of this Contract that were contemplated by both parties, including without limitation, the possibility of rebalancing any mandated rate reductions or commission reductions by adjusting rates for other types of calls.

Should a system failure prevent the accumulation of call data resulting in the loss of records reflecting revenue, commission revenue shall be derived based on historical data.

6. The Rate Structures under Section B.1.3 have been amended and now read as follows:

Rate Structures

Local Calls

The rate proposed and charged by the Contractor shall be a fully bundled single per minute rate inclusive of all fees, taxes, surcharges, connect charges or other costs unless such costs are taxes or charges that are directly passed-through to the consumer. Taxes and pass-through charges shall be excluded from the rate. Calls shall not exceed rates charged by county jails.

Intrastate Calls

The rate proposed and charged by the Contractor shall be a fully bundled single per minute rate inclusive of all fees, taxes, surcharges, connect charges or other costs unless such costs are taxes or charges that are directly passed-through to the consumer. Taxes and pass-through charges shall be excluded from the rate.

Interstate Calls

The rate proposed and charged by the Contractor shall be a fully bundled single per minute rate inclusive of all fees, taxes, surcharges, connect charges or other costs unless such costs are taxes or charges that are directly passed-through to the consumer. Taxes and pass-through charges shall be excluded from the rate.

MODIFICATION OF CONTRACT**Page of****Pages**

1

3

1A. Contract No.

696-IT-9-15-C0069

**1B. Order No.
(PO,JO,SA)****2. Modification No.**

M-001

3. Effective Date

February 11, 2009

4. Issued By:

Texas Department of Criminal Justice
Contracts and Procurement,
Information Technology and Utilities Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

5. Name and Address of Contractor (No., street, city, state & ZIP code)

Embarq Payphone Services, Inc.
9300 Metcalf Ave.
Overland Park, KS 66212

6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section I.14, Contract Changes**7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 ORIGINALS TO THE ISSUING OFFICE.****8. PURPOSE OF MODIFICATION:** To add provisions and exhibit related to conducting pre-dig safety meetings to locate existing utilities, as well as address responsibility for damages during construction.**9. DESCRIPTION OF MODIFICATION:****A. Modify Section C.3.4.3, System Cabling by deleting the following paragraphs:**

The Contractor shall notify the Department before any excavations are started. This notice must be provided a minimum of forty-eight (48) hours prior to excavation. 1-800-DIG-TESS shall also be notified.

The Contractor shall be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, etc., caused by Contractor's personnel and operations, subject to final approval of the Department. The repairing will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

Replace the deleted paragraphs with the following paragraphs:

The Contractor shall coordinate with the Department before beginning or initiating any construction work. The Contractor shall use due diligence and follow standard industry practices when digging, excavating, and/or boring underground. Due diligence includes, but is not limited to, conducting surveys with Department personnel to identify all known utilities and other facilities in the path of construction; using probes and or underground locating equipment to determine the location and depth of underground utilities; taking due precaution to ensure Department utilities or facilities are not inadvertently damaged; and completing the Site Pre-Dig Safety Meeting Checklist (Exhibit J.2). Contractor shall also contact 1-800-DIG-TESS a minimum of 48 hours before excavation begins to notify third parties (gas, water, power, etc.) of proposed excavation.

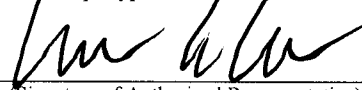
(Continued on next page)

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print)

William E. Cheek
President

9B. Embarq Payphone Services, Inc.


(Signature of Authorized Representative)

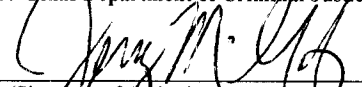
9C. Date Signed

2/13/09

10A. Authorized Representative

Jerry McGinty
Chief Financial Officer

10B. Texas Department of Criminal Justice


(Signature of Authorized Representative)

10C. Date Signed

2/9/09

MODIFICATION OF CONTRACT**Page of****Pages**

1

2

1A. Contract No.

696-IT-9-15-C0069

1B. Order No.

(PO,JO,SA)

2. Modification No.

M-002

3. Effective Date

April 24, 2009

4. Issued By:

Texas Department of Criminal Justice
Contracts and Procurement,
Information Technology and Utilities Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

5. Name and Address of Contractor (No., street, city, state & ZIP code)

Embarq Payphone Services, Inc.
9300 Metcalf Ave.
Overland Park, KS 66212

6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section I.14, Contract Changes**7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 ORIGINALS TO THE ISSUING OFFICE.****8. PURPOSE OF MODIFICATION:** To add a provision that allows for and establishes a fee for direct billing of the customer. Also, to allow, establish a fee for, and set the parameters for inbound electronic messaging.**9. DESCRIPTION OF MODIFICATION:****A. Modify Section B.2 PRICING SCHEDULES by adding Section B.2.2 Pricing for Additional Services**

Billing method	Payment/Funding Channel	Fee	Notes
Collect	Local phone bill	\$2.50	Fee is per monthly bill rendered, <u>not</u> per call.
	Direct billing	\$2.50	Fee is per monthly bill rendered, <u>not</u> per call.
Prepaid Collect	Funding through "direct" channels		
	See website: http://texasprisonphone.com/		
	Money Order, Cashier's Check, Personal Check by mail	No charge	Access to funds could be delayed.
	Credit Card by phone or Internet	\$5.00	\$25 minimum required, \$100 maximum allowed
	Funding through third-parties		
	See website:	http://texasprisonphone.com/	
	Electronic Mail	Fixed at the price of a first class postage stamp at the time of transmission.	
Prepaid	Friends & family funded - fee schedule same as for Prepaid Collect above. Offender funded - no charges or deductions will be assessed.		
Statement fee	All providers may have a nominal fee to provide duplicate account statements. Account statements will be available online for no charge.		

(Continued on next page)

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print)

William E. Cheek
President

9B. Embarq Payphone Services, Inc.

(Signature of Authorized Representative)

9C. Date Signed

5/11/09

10A. Authorized Representative

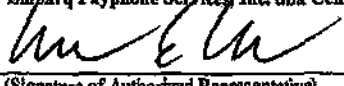

Jerry McGinty
Chief Financial Officer

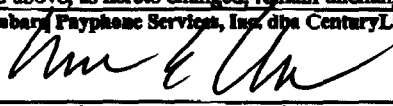
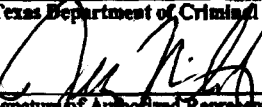
10B. Texas Department of Criminal Justice

(Signature of Authorized Representative)

10C. Date Signed

4/23/09

MODIFICATION OF CONTRACT			Page of 1	Pages 10
1A. Contract No. 696-IT-9-15-C0069	1B. Order No. (PO,JO,SA)	2. Modification No. M-003	3. Effective Date December 31, 2009	
4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Information Technology and Utilities Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		5. Name and Address of Contractor (No., street, city, state & ZIP code) Embarq Payphone Services, Inc. dba CenturyLink Payphone 9300 Metcalf Avenue Overland Park, KS 66212		
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section L.14, Contract Changes				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF MODIFICATION: To revise various contract provisions.				
9. DESCRIPTION OF MODIFICATION:				
<p>A. Modify definition of Contractor on page 5 by changing the definition as shown below:</p> <p>From: Contractor – Embarq Payphone Services, Inc.</p> <p>To: Contractor – Embarq Payphone Services, Inc. dba CenturyLink Payphone.</p> <p>B. Modify Section C.3.1.1 Functional Requirements on page 13 by modifying paragraph three of subsection B. Department Requirements as follows:</p> <p>From:</p> <p>The Department shall provide telephone usage parameters. The current Executive Directive Policy on Offender Access to Telephones provides that eligible offenders shall have an unlimited number of telephone calls up to one hundred twenty (120) minutes per month. Each telephone call shall be automatically terminated after fifteen (15) minutes; however, the Department may shorten the length of each telephone call to ensure all eligible offenders have the ability to access the telephone system. The Department reserves the right to revise the parameters of the OTS.</p> <p>To:</p> <p>The Department shall provide telephone usage parameters. The current Executive Directive Policy on Offender Access to Telephones provides that eligible offenders shall have an unlimited number of telephone calls up to the limit set by the TDCJ Executive Director. Each telephone call shall be automatically terminated after fifteen (15) minutes; however, the Department may shorten the length of each telephone call to ensure all eligible offenders have the ability to access the telephone system. The Department reserves the right to revise the parameters of the OTS.</p> <p>• See Modification M-003 attached hereto consisting of items C through L.</p> <p>Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.</p>				
9A. Name and Title of Authorized Representative (Type or Print) William Cheek President Wholesale Markets		9B. Embarq Payphone Services, Inc. dba CenturyLink Payphone  (Signature of Authorized Representative)		9C. Date Signed 12/31/09
10A. Authorized Representative Jerry McGinty Chief Financial Officer		10B. Texas Department of Criminal Justice  (Signature of Authorized Representative)		10C. Date Signed 12/30/09

MODIFICATION OF CONTRACT			Page of 1	Pages 2
1A. Contract No. 696-IT-9-15-C0069	1B. Order No. (PO,JO,SA)	2. Modification No. M-004	3. Effective Date February 15, 2010	
4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Information Technology and Utilities Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		5. Name and Address of Contractor (No., street, city, state & ZIP code) Embarq Payphone Services, Inc. dba CenturyLink Payphone 9300 Metcalf Avenue Overland Park, KS 66212		
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section 1.14, Contract Changes				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF MODIFICATION: To revise various contract provisions.				
9. DESCRIPTION OF MODIFICATION:				
A. Modify Section H.1.1 Insurance Requirements subsections E and F as shown below:				
From: E.	Performance Bond	100% of project cost		
F.	Payment Bond	100% of supplier and subcontractor cost		
To: E.	Performance Bond	\$690,000.00		
F.	Payment Bond	\$690,000.00		
The Department hereby releases all claims, past, present and future, for the amount of \$19,310,000.00 against Embarq Payphone Services, Inc. dba CenturyLink Payphone, secured by bond #6740114472.				
B. Modify Section C.3.4.3 System Cabling on page 35 by modifying paragraph one as follows:				
From:				
The Contractor shall be responsible for providing, both inside and outside plant wiring to include all labor and materials required for proper system functioning.				
(Continued next page)				
Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.				
9A. Name and Title of Authorized Representative (Type or Print) William Cheek President Wholesale Markets		9B. Embarq Payphone Services, Inc. dba CenturyLink Payphone  (Signature of Authorized Representative)		9C. Date Signed 2/10/10
10A. Authorized Representative Jerry McGinty Chief Financial Officer		10B. Texas Department of Criminal Justice  (Signature of Authorized Representative)		10C. Date Signed 3/12/10

MODIFICATION OF CONTRACT**Page of****Pages**

1

1

1A. Contract No.

696-IT-9-15-C0069

**1B. Order No.
(PO,JO,SA)****2. Modification No.**

M-006

3. Effective Date

October 14, 2010

4. Issued By:

Texas Department of Criminal Justice
Contracts and Procurement,
Information Technology and Utilities Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

5. Name and Address of Contractor (No., street, city, state & ZIP code)

Embarq Payphone Services, Inc. dba CenturyLink
Payphone
9300 Metcalf Avenue
Overland Park, KS 66212

6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section I.14, Contract Changes**7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.****8. PURPOSE OF MODIFICATION:** To release Performance and Payment Bond funds.**9. DESCRIPTION OF MODIFICATION:**

Modify Section H.1.1 Insurance Requirements subsections E and F as shown below:

From: E. Performance Bond \$690,000.00

F. Payment Bond \$690,000.00

To: E. Performance Bond \$0.00

F. Payment Bond \$0.00

The Department hereby releases all claims, past, present and future, for the amount of \$690,000.00 against
Embarq Payphone Services, Inc. dba CenturyLink Payphone, secured by bond #674014472.

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print)

William Cheek
President Wholesale Markets

9B. Embarq Payphone Services, Inc. dba CenturyLink Payphone

(Signature of Authorized Representative)

9C. Date Signed**10A. Authorized Representative**

Jerry McGinty
Chief Financial Officer

10B. Texas Department of Criminal Justice

(Signature of Authorized Representative)

10C. Date Signed

MODIFICATION OF CONTRACT

Page of

Pages

1

16

1A. Contract No.

696-IT-9-15-C0069

1B. Order No.
(PO,JO,SA)

2. Modification No.

M-007

3. Effective Date

Upon signature of both parties

4. Issued By:

Texas Department of Criminal Justice
Contracts and Procurement,
Information Technology and Utilities Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

5. Name and Address of Contractor (No., street, city, state & ZIP code)

Embarq Payphone Services, Inc. dba CenturyLink
Payphone
9300 Metcalf Avenue
Overland Park, KS 66212

6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section I.14, Contract Changes

7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.

8. PURPOSE OF MODIFICATION: Change contract administrator, update functional and reporting requirements, update contract performance measures, and add section I.7.

9. DESCRIPTION OF MODIFICATION:

A. Revise Section B.1.2, Pricing Instructions, paragraph one (1) to read:

From: Commission revenues shall be calculated as a fixed percentage based on the gross monthly call revenues for all calls completed by offenders. All commissions the State will realize from the OTS are to be described in detail in this item including the percentage of the commission. The Contractor shall pay the Department monthly, a commission of *not less than* forty percent (40%) of gross revenue billed.

To: Commission revenues for OTS shall be calculated as a fixed percentage based on the gross monthly call revenues for all calls completed by offenders. Commission revenues for eMessaging shall be calculated as a fixed percentage based on monthly postage used for all eMessages and attachments sent to offenders. All commissions the State will realize from the OTS are to be described in detail in this item including the percentage of the commission. The Contractor shall pay the Department monthly, a commission of *not less than* forty percent (40%) of gross revenue billed.

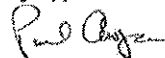
Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print):

PAUL COOPER

DIRECTOR NATIONAL PUBLIC ACCESS

9B. Embarq Payphone Services, Inc. dba CenturyLink



(Signature of Authorized Representative)

9C. Date Signed

5/17/2011

10A. Authorized Representative

Jerry McGinty
Chief Financial Officer

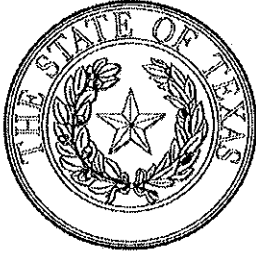
10B. Texas Department of Criminal Justice



(Signature of Authorized Representative)

10C. Date Signed

6/13/11



Texas Department of Criminal Justice

Brad Livingston
Executive Director

September 7, 2012

Melissa Motel
Prison Legal News
P.O. Box 2420
West Brattleboro, VT 05303

Re: Open Records Request dated August 28, 2012 regarding calling rates, commissions, and commission audits for the Offender Telephone System (OTS) contract.

Dear Ms. Motel:

In response to your Open Records Request, attached is a copy of the current Offender Telephone System and commissions report that covers fiscal years 2009 – 2012. Please note that fiscal year 2012 ended on August 31, 2012 so the final numbers for that year are not available yet. If further assistance is needed, please contact me at (936) 437-7158 or by e-mail at frank.williams@tdcj.state.tx.us.

Sincerely,

A handwritten signature in black ink that reads "Frank L. Williams, CTPM".

Frank L. Williams, CTPM
Contract Administrator
Contracts and Procurement Department
Information Technology, Construction and Utilities Branch
Two Financial Plaza, Suite 525
Huntsville, TX 77340

Enclosure(s)

Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.

P.O. Box 99
Huntsville, Texas 77342-0099
(936) 437-7015
www.tdcj.state.tx.us

**Offender Telephone System
as of August 5, 2012**

Offender Telephones Monthly Commission

FY09 OTS Commission: \$ 224,228

FY10 OTS Commission: \$ 4,276,006

FY11 OTS Commission: \$ 5,673,568

FY12 OTS Commission (YTD): \$5,893,470

Inbound Electronic Messaging (eMessaging)

FY09 eMessaging Commission: \$1,555

FY10 eMessaging Commission: \$ 233,680

FY11 eMessaging Commission: \$ 383,474

FY12 eMessaging Commission (YTD): \$431,051

EXHIBIT B

LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS

OFFENDER TELEPHONES

STATE OF LOUISIANA

File No. R 27926 Y
SOLICITATION NO. 2242788

CONTRACT

Be it known, that effective upon approval by the Director of State Purchasing, as evidenced by the Director's signature on this document, the Louisiana Department of Public Safety and Corrections (hereinafter sometimes referred to as "State, or DPS&C") and Securus, 14651 Dallas Parkway, Dallas, TX 75254 (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the services as described in the Request for Proposal for Offender Telephones, Addendums, Contractor's proposal, Attachments and Appendices of this contract.

The Contractor will provide products and services including, but not limited to, a turn-key single integrated telephone system statewide, new telephone equipment, telephone monitoring equipment/services. The systems shall include telephones, local, Inter- and Intra-LATA service, international service, call control, monitoring and recording equipment. The system will provide methods for collect, pre-paid, debit calls, etc. The system shall provide features such as a Personal Identification Number (PIN) controlled environment; allowing and disallowing calls to specific telephone numbers; recording, monitoring, and playback capabilities; verification of calls against the Line Information Database (LIDB) system; detection of three-way calls and tools that aid investigators.

The Contractor will furnish, install and maintain the Offender Telephone System (OTS) for use in all present and future correctional facilities. The OTS will enable offenders at all DPS&C correctional facilities to make auto-collect local, debit, long-distance and international calls and/or pre-paid local, long-distance and international calls from the DPS&C correctional facilities. The DPS&C has special security requirements and has a prime objective of controlling offender telephone usage and limiting the use of the telephone system for fraudulent activity. The telephone calls are monitored for public safety, security and to prevent fraudulent activity.

The system shall be logically partitioned so the information for juvenile offenders and the information for adult offenders remain separated. Access to juvenile offender information shall be limited to staff from the Office of Juvenile Justice, (OJJ). Access to adult offender information shall be limited to staff designated by the DPS&C.

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract

process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

PAYMENT TERMS

The DPS&C will be paid a 70 percent Rate of Compensation based on rates proposed in Securus' Financial Proposal, Section G, Item 1 as shown on Exhibit 1 of this contract.

The Contractor shall guarantee the Department a minimum compensation of \$250,000 per month for DOC Adult facilities, excluding State Police Barracks and Juvenile facilities, once the system is operational in all adult facilities.

Commission payment will be submitted to the DPS&C no later than the last day of the month following the previous month's usage. This information will be transmitted via three (3) separate accounts:

1. DPS&C: includes all adult offenders located in the facilities as shown on Appendix 1 of this contract with the exception of State Police Barracks.
2. Department of Public Safety adult offenders housed at the State Police Barracks
3. Juvenile offenders housed within the Office of Juvenile Justice facilities

The collect call rates, including traditional collect and pre-paid collect, charged by the Contractor to the end user/responsible party for offender telephones cannot exceed the Correctional Facility CAP for operator services for collect calls per minute rates and per call surcharges for the applicable class of service as indicated in the "Rate Schedule cap" columns on Attachment "A" of the RFP and of Securus' Financial Proposal as shown in Exhibit 1 of this contract.

These rates shall remain firm during the term of the contract, and any renewals, unless:

The Louisiana Public Service Commission (LPSC) or the Federal Communications Commission (FCC) issues regulations that mandate lower rates (individually or collectively, Regulations"). If this occurs, and such Regulations are applicable to this Contract, the Contractor shall be required to decrease the affected rates in accordance with the time period required by such Regulations. If the Regulations mandate Contractor to lower rates in this Contract, the State agrees to negotiate in good faith to reduce the commissions paid by Contractor to the State hereunder.

The debit and pre-paid call rates charged by the Contractor to the end user/responsible party for prison pay phone and operator services shall be at least ten percent lower than the applicable

collect call rates. If lower rates are mandated for collect calls then the rates for United States debit and pre-paid calls shall be adjusted downward accordingly so that they remain the same percentage below the applicable collect call rates. Otherwise, the debit call rates as offered by the Proposer in its proposal response shall remain firm during the term of the contract, and any renewals. The rates shall be made available on the Department's web site for viewing by the public.

The debit call and pre-paid collect call rates charged by the Contractor to the end user/responsible party for prison pay phone and operator services shall be charged at the current prevailing costs for international calls to the specific country being called. The rate schedule for international calls has been submitted with Contractor's proposal. All international calls shall be debit, or pre-paid collect, no traditional collect.

ADDITIONAL COSTS

There shall be no additional costs to users of the system other than usage charges per minute and per call surcharges included in the rate schedule, Attachment "A" of the RFP and of Securus' Financial Proposal as shown in Exhibit 1 of this contract.

On a weekly basis, the DPS&C will transfer to the Contractor the total funds from the previous week's debit purchases.

DELIVERABLES

Contractor will deliver the services as per Attachment A, Contract Deliverables of this contract.

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. For offender debit calls, collect and prepaid calls, all applicable taxes and regulatory charges will be added to the schedule pricing. Contractor's federal tax identification number is 752722144.

TERMINATION OF THIS CONTRACT FOR CAUSE

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State may terminate the contract at any time by giving 120 days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the

possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with Section 1.30 Insurance Requirements, Attachment C, pages 71-73 of the Request for Proposal.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

CONFIDENTIALITY

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Any Contractor or Contractor personnel visiting or working in an institution is required to receive security clearance prior to entering the institution grounds. Contractor must furnish the full name, driver's license number, social security number, date of birth, race and sex of each employee who will be entering the compound. This information must be furnished in writing to the site visit coordinator prior to commencing work. A criminal background check will be conducted on each employee, and upon arrival, ID cards will be issued to each employee. No Contractor personnel will be allowed to work on the institution grounds until the above clearance approval process is completed. The successful Contractor is also required to provide a written inventory of tools, vehicles, and/or trailers prior to entering the institution grounds.

PRISON RAPE ELIMINATION ACT

In accordance with DPS&C Department Regulation No. C-01-002 "SEXUAL ASSAULT AND SEXUAL MISCONDUCT," the Contractor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections. The Sexual Assault and Sexual Misconduct with inmates Acknowledgement Form and the Louisiana Criminal Code: LA.R.S. 14:134 Malfeasance in Office Form will be signed by the vendor and kept on file at the facility. Should the regulation be modified or amended, the Contractor will be notified and shall comply with the regulations as modified or amended.

TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than a period of five (5) years, unless otherwise terminated in accordance with the Termination provision of this contract. At the option of the DPS&C and acceptance by the Contractor, the contract may be extended for one (1) additional three (3) year period and one (1) one additional two (2) year period.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as a Contract is fully executed between the State and the Contractor and all required approvals are obtained.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated October 27, 2010, and the Contractor's Proposal dated March 17, 2011, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT Dallas, Texas on this 7th day of March 2011 and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

D.J. Reinhold
Kate S. Sengyel

CONTRACTOR SIGNATURE:

By: ASA Lutz
Title: COO



THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

Lisa M. Milledge
Tom Scott

STATE AGENCY SIGNATURE:

By: Thomas C. Burkman, III
Title: Undersecretary
Phone No.: 225-342-6739

Approved by:

Ann L. L...
Director of State Purchasing

Date: 3/9/2012

EXHIBIT C

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (new 06/03)

REGISTRATION NUMBER

1209904

PURCHASING AUTHORITY NUMBER

9I-0712-CIO-HQ1

AGREEMENT NUMBER

OTP 11-126805

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

CALIFORNIA TECHNOLOGY AGENCY (HEREAFTER REFERRED TO AS THE "TECHNOLOGY AGENCY" OR THE "STATE")

CONTRACTOR'S NAME

Global Tel*Link Corporation (hereafter referred to as the "Contractor")

2 The term of this Six (6) years-Effective upon CTA approval or Agreement start Agreement is: date, whichever is later May 31, 2012 through May 30, 2018**3. The maximum of this Agreement is: ANNUAL EXPECTED CONCESSIONS REVENUE \$17 MILLION****4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:**





Attachment 1 - Statement of Work, including IFB 11-126805 Section 5. Administrative Requirements and Section 6. Technical Requirements

Attachment 2 - General Provisions - Information Technology (GSPD-401IT) - 06/08/10
<http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>Attachment 3 - State Model Information Technology Purchase Special Provisions
<http://www.documents.dgs.ca.gov/pd/modellang/Purchasespecial020807.pdf>Attachment 4 - State Model Information Technology Maintenance Special Provisions
<http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf>Attachment 5 - State Model Information Technology Software Special Provisions
<http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf>Attachment 6 - State Model Information Technology Personal Services Special Provisions
<http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf>

Attachment 7 - Cost Worksheets

Attachment 8 - Bidder's Response to Section 5. Administrative Requirements and Section 6. Technical Response

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		DGS Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Global Tel*Link Corporation		
BY (Signature)	DATE SIGNED	  7/1/12
	2/23/12	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jeffrey B. Haidinger, President-Services		
ADDRESS		
12021 Sunset Hills Rd, Suite 100, Reston, VA 20190		
STATE OF CALIFORNIA		
AGENCY NAME		
California Technology Agency		
BY (Signature)	DATE SIGNED	<input checked="" type="checkbox"/> Exempt per PCC 12120
	04/13/12	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Adrian Farley, Chief Technology Officer		

ATTACHMENT 1**STATEMENT OF WORK****1. PURPOSE**

The purpose of this Statement of Work (SOW) is to define the tasks and responsibilities of the Prime Contractor and the State during the term of this Contract.

2. SERVICE AVAILABILITY

The services shall be provided 24-hours a day, seven (7) days a week. This requirement for service availability may only be constrained, on an individual location basis, where 24-hour access is restricted and where this access restriction is beyond the control of the Prime Contractor.

3. PERIOD OF PERFORMANCE CONTRACT TERM

The Contract Term shall be six (6) years with four (4) one-year optional extension years. The Prime Contractor shall not commence working until Contract execution.

4. ADMINISTRATION OF CONTRACT

The California Technology Agency (Technology Agency) will administer this Contract on behalf of the California Department of Corrections and Rehabilitation (CDCR). The Prime Contractor will work with the Technology Agency point of contact for issues such as Contract amendments. The Technology Agency will be the Contracts Manager.

State Agency: California Technology Agency	Prime Contractor: Global Tel*Link Corporation
Division/Unit: Statewide Telecommunications Network Division, (STND) Contracts Management Section	Unit/Department Western Region Account Manager
Attention: Scott Murray	Attention: Paul Turner
Address: P.O. Box 1810 Rancho Cordova, CA 95741-1810	Address: 2799 Morgan Drive Fl 2 San Ramon, CA 94583
Phone: (916) 657-9271	Phone: (925) 833-1002
Fax: (916) 463-9920	Fax: (925) 828-3967
Email: CIOSTNDCDCRContractAdminUnit@state.ca.gov	Email: pturner@gtl.net

The CDCR will provide a CDCR Operations Manager. The CDCR Operations Manager is the point of contact for the day-to-day activities, Transition-In and Transition-Out of services, moves, adds, and changes, coordination of gate clearances, as shown in SOW, Exhibit A, Gate Clearance Informational and Approval Sheet; SOW, Exhibit C, Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and all other responsibilities as described throughout this Contract.

State Agency: California Department of Corrections and Rehabilitation (CDCR)	Prime Contractor: Global Tel*Link Corporation
Division/Unit: Enterprise Information Services Infrastructure Services	Unit/Department Western Region Account Manager
Address: 1960 Birkmont Drive Rancho Cordova, CA 95742	Address: 2799 Morgan Drive Flr 2 San Ramon, CA 94583
Attention: Tammy Irwin - IWTS/MAS Operations Manager	Attention: Paul Turner
Phone: (916) 358-2551	Phone: (925) 833-1002
Fax: (916) 358-2619	Fax: (925) 828-3967
Email: tammy.irwin@cdcr.ca.gov	Email: pturner@gtl.net

5. NOTICES

All Notices required by or relating to this Contract shall be in writing and shall be sent to the State contact representatives described in SOW Section 4, Administration of Contract.

6. INMATE/WARD TELEPHONE SYSTEM SERVICES

The Inmate/Ward Telephone System (IWTS) services specified herein will provide the CDCR facilities with collect and prepaid local, IntraLATA, InterLATA, Interstate, and International telecommunications services for inmates and wards. The IWTS service will also provide CDCR with effective investigative tools and a method of tracking and reporting phone usage.

The Prime Contractor will be responsible for a complete and all-inclusive service offering at no cost to the State. The Prime Contractor's revenue to support all the requirements in this Contract will be derived only from the one-time setup fee for prepaid accounts and the "per-conversation minute" rate billed to the called parties.

7. MANAGED ACCESS SYSTEM SERVICES

The Managed Access System (MAS) services will provide the CDCR with complete 24-hour, continuous blocking of all unauthorized cellular wireless communications within the defined scope of each facility. However, the MAS shall process all calls to 9-1-1 Emergency Telephone System (9-1-1 ETS). Concurrently, the MAS will allow full transmission functionality of authorized cellular devices operating in the same coverage areas. The Prime Contractor will be responsible for a complete and all inclusive service offering at no cost to the State.

8. CONTRACT ADMINISTRATION FEE

After completion of the Transition-In phase and for the remaining term of the Contract, an annual Contract Administration Fee of \$800,000 will be payable by the Prime Contractor, in monthly increments of \$66,666.66 due on the last day of each month in arrears via wire transfer to cover the State contract management responsibilities and services. The State will provide the Prime Contractor the name and account information for the purpose of receiving these funds.

Payments that are late by more than 30 calendar days without prior approval of the State representative will be subject to a financial penalty of one and one-half percent (1.5%) per month of the administration

fee payment balance due. Successive late payments or late submission of reports will be subject to service level agreement remedies as described in Section 6.12.4, IWTS Administrative Service Level Agreements.

During transition periods (in and out) of the Contract, a pro-rated portion of the \$800,000 Contract Administrative Fee will be assessed on a per-site basis. A pro-rated amount of the Contract Administration Fee will be applied to each site to determine the site's portion of the annual fee. The pro-rated Contract Administration Fee will be calculated from the site total conversation minutes as a percentage of the total contract conversation minutes from the State fiscal year baseline 2010, as identified in Exhibit 6-L2, CDCR 2010 IWTS Call Volume by Facility. The Contract Administration Fee will be due within 30 calendar days of written acceptance, by the CDCR Operations Manager, after successful cutover of the site. This pro-rated Contract Administration Fee will be paid monthly, in arrears, until all CDCR IWTS facilities are successfully cutover.

The following example, including Table SOW-1 Contract Administration Fee Calculation – Site specific Pro-rated Fee, reflects the calculation of the Contract Administration Fee during transition phases.

Table SOW-1 Contract Administration Fee Calculation – Site specific Pro-rated Fee		Acronym
\$800,000	Total Contract Administration Fee	TCAF
5,276,444	2010 IWTS Call Volume Location Annual Total Minutes Example: Avenal State Prison (ASP)	LATM
99,666,347	2010 IWTS Statewide Annual Total Minutes	SATM
5.2941%	Site Percentage (for Avenal of 2010 Statewide Annual Total Minutes)	SP
\$42,352.80	Site Annual Fee Portion (of Annual \$800,000 Administrative Fee for ASP)	SAFP
\$3,529.40	Site Monthly Fee Portion (for ASP)	SMFP

- 1) Divide the 2010 IWTS Call Volume Location Annual Total Minutes (LATM) for ASP by the 2010 IWTS Statewide Annual Total Minutes (SATM), to determine the ASP Site Percentage (SP).

$$\text{LATM divided by SATM} = \text{SP}$$

- 2) Multiply the \$800,000 Total Contract Administration Fee (TCAF) by the SP to determine the Site's Annual Fee Portion (SAFP) of the Contract Administration Fee.

$$\text{TCAF} \times \text{SP} = \text{SAFP}$$

- 3) Divide the SAFP by 12 to determine the Site's Monthly Portion (SMFP) of the Contract Administration Fee.

$$\text{SAFP divided by 12} = \text{SMFP}$$

9. NONREIMBURSEMENT OF ADDITIONAL COSTS

The State will not pay the Prime Contractor any lump sum or other start-up expenses for services, nor for any expenses incurred in the preparation of a Bid, even though the Prime Contractor shall be obligated to begin some aspects of performance immediately after Contract award and before in-service/cutover, including preparation, implementation, coordination and reporting necessary to ensure that full IWTS/MAS services shall be ready by the required in-service cutover date. The State will not pay the Prime Contractor any lump sum or other expenses for close-down or termination costs at the time the Prime Contractor ceases to provide service under the Contract.

6.2.3 IWTS COMPLIANCE

Requirement revised per Addendum 7

The IWTS services shall comply with all regulatory requirements imposed by local, state, and federal regulatory agencies and any legislative requirements imposed throughout the term of this Contract.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes X No _____

Reference: _____

Location _____ page _____ paragraph _____

 *Description:*

Upon implementation and throughout the term of the contact, GTL's IWTS services will comply with all applicable regulatory requirements imposed by local, state, and federal regulatory agencies.

6.2.3.1 IWTS Local, State, and Federal Statutory and Regulatory Compliance

Requirement revised per Addendum 7

The Prime Contractor shall comply with all statutory and regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the term of this Contract. The Prime Contractor shall work with the State to implement any changes within 12 months of the regulation effective date or as dictated by the statute at no cost to the State and no increase in rates to the called parties.

The Prime Contractor shall make all system modifications necessary to allow inmates/wards to place telephone calls as industry dialing requirements change.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes X No _____

Reference: _____

Location _____ page _____ paragraph _____

 *Description:*

GTL will comply with all regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the term of this Contract. GTL will work with the State and implement changes within twelve (12) months of the regulation effective date at no cost to the State and no increase in rates to the called parties.

GTL will make any and all system modifications necessary to allow inmate/wards to place calls as industry dialing requirements change. GTL subscribes to a monitoring service which provides daily updates to area code changes and additions as well as new exchanges. This service allows GTL to upload these changes and additions into the IWTS rating and routing files in a timely manner so that inmate/wards may place calls to new or changed area codes and exchanges.

EXHIBIT D

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

AGREEMENT NO. 4131
(Inmate Telephone Service)

THIS AGREEMENT entered into this 15th day of August 2007 between the **COUNTY OF CHARLESTON**, South Carolina, a body politic and corporate under the laws of the State of South Carolina, (hereinafter "County") and (**Embarq Corporation**), a Corporation at the address of which is 5454 West 110th Street Overland Park, KS 66211 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County wishes to contract for Inmate Telephone Services, and

WHEREAS, Contractor has represented to the County that its staff is qualified to provide the work required in this Agreement in a professional, timely manner, and

WHEREAS, the County has relied upon the above representations by Contractor,

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

SECTION ONE
Contract Documents

The Parties agree that the contract documents shall include the following, which are incorporated herein by reference:

Exhibit A: Scope of Work
Exhibit B: Insurance Requirements

SECTION TWO
Scope of Work

Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the work required under this Agreement (the "Work") in a professional, timely manner, in accord with all applicable laws, rules and regulations.

SECTION TWENTY-SIX

Controlling Law

The laws of South Carolina shall govern this Agreement. In any litigation arising under this Agreement all such litigation shall be litigated only in a hearing in the Circuit Court within the Ninth Judicial Circuit in Charleston County, Charleston, South Carolina. Embarq shall comply with all applicable federal and state laws that in any way regulate or impact the services to be rendered pursuant to this Agreement, notwithstanding if the applicable federal or state law is enacted during the term of this Agreement.

Embarq acknowledges that it is familiar with all Federal Communications Commission and South Carolina Public Service Commission rules and regulations which pertain to the installation and operation of inmate and pay telephone systems and that Embarq will abide by such rules and regulations, notwithstanding if these rules and/or regulations are enacted during the term of this Agreement.

If any federal or state laws, or FCC or South Carolina PSC rules and regulations, are enacted during the Term such that complying with the laws, rules, or regulations would make it financially impractical for either party to provide the inmate telephone service under the provisions of this agreement (e.g. implementation of inmate rate caps, mandate for free calls, requirement for equal access to inmate telephone system platform by multiple carriers, replacement of ITS platform, etc.), then the parties agree to negotiate in good faith a contract addendum addressing any necessary changes to alleviate the adverse or disproportionate impact of such new laws, rules or regulations on either party."

SECTION TWENTY-SEVEN

Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION TWENTY-EIGHT

Severance

Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

SECTION TWENTY-NINE

Non-waiver

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Kane County, IL (the "Facility") having its principal place of business at 37W755 IL Route 38, Ste A, St. Charles, IL 60175.

Reference is made to that certain 'Request for Proposals No. 07-012, Detainee Phone Service, dated 1/ 9/12, as modified by Addendum #1 dated 1/17/12, Addendum #2 dated 1/19/12 and Addendum #3 dated 1/26/12 (collectively, "RFP 07-012").

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment, which has been estimated to be June 15, 2012 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date. This Agreement shall remain in force and effect for two (2) years from the Cutover Date. This Agreement may be renewed for up to three (3) additional terms of one (1) year, each upon the same terms and conditions as set forth herein, at the option of Facility. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. In the event Facility, pursuant to this provision, terminates prior to the completion of the initial two-year term, then Facility shall reimburse ICS for the unamortized portion of the cost of the VizVox System. Upon termination of this Agreement, Facility shall immediately cease any use of ICS-owned Equipment provided hereunder.
2. **Services and Equipment.** ICS shall provide telephone services using ICS' centralized Enforcer[®] system as well as provide certain Equipment for use within space provided by the Facility at each of the locations listed on Exhibit A, attached hereto (each a "Location"). The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. The components of Equipment identified as the 'VizVox Video Visitation System' shall become the property of Facility upon installation. Any other Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Facility, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate ICS-owned Equipment, which is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to Facility. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** Facility shall not make alterations or place any attachments to ICS-owned Equipment and such Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to Facility. Additional training may be provided upon Facility's request based on availability of ICS.
5. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer.

6. **Commissions to Facility.** ICS will install, operate and maintain Equipment at no charge to Facility. ICS will pay Facility the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the Facility granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to Facility on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to Facility on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by Facility or wired to an account designated in writing by Facility for such purpose.

Facility agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicated on Facility maintaining an average daily inmate population of not less than 478 with access to telephones materially consistent with industry practice.

7. **Facility shall:**

- a. Advise ICS of any Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to Facility's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. **Law and Venue.** The domestic law of the State of Illinois shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Illinois.

9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

**AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND LEGACY
INMATE COMMUNICATIONS FOR A JAIL TELEPHONE SYSTEM**

THIS AGREEMENT is made and entered into on this _____, 2012, by and between the City of Manhattan Beach, a municipal corporation ("City") and Legacy Inmate Communications ("Contractor")

RECITALS

A. City desires to engage a qualified contractor to provide and maintain an inmate telephone system for inmates housed in the City's Police Department jail;

B. Contractor represents that it is qualified and able to perform the equipment and services required by the City;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and undertakings contained herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties, hereby mutually agree as follows:

Section 1. Contractor's Scope of Work. Contractor shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions ("Services").

Section 2. Term of Agreement. This Agreement shall commence on 2012 and shall terminate on _____ 2017 ("Initial Term"), unless extended as provided for herein. The City Manager or his designee may extend the term of this Agreement in writing for three additional one-year periods pursuant to the same terms and conditions of this Agreement. In such case, the City shall provide Contractor with at least 60 days notice of its intent to renew.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A.

Section 4. Compensation. In consideration for permitting Contractor to operate and maintain an inmate telephone system in the City's Police Department Jail so that inmates and detainees may place collect, collect pre-paid and/or debit telephone calls, Contractor shall provide City the Services set forth in Exhibit A at no expense to City and shall compensate City in the form of a commission pursuant to the formula described in Exhibit B ("Commission").

Section 5. Method of Payment. Contractor shall pay City said Commission in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 6. Independent Contractor. The parties agree, understand and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other

employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) Contractor's responsible principal, Michael S. Harvey, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be Joe Aiello who shall administer the terms of the Agreement on behalf of City ("City's Project Manager").

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City business license.

Section 11. Compliance with Laws. Contractor shall comply with all laws, rules and regulations in providing the Services, including but not limited to, ensuring that all work is compliant with Federal Communications Commission Rules and Regulations, compliance with the provisions of information to end users regarding operator services and compliance with all applicable California Public Utilities Commission rate and tariff rules, regulations and schedules.

Section 12. Regulatory Requirements. The Services provided under this Agreement shall be construed in accordance with applicable state and federal laws, rules and regulations. In the event those regulatory or legal requirements are in any manner inconsistent with or require modification to the terms of this Agreement subsequent to the date of execution hereof, no written amendment or variation executed by both parties shall be necessary. Rather, any such amendment or variation shall be effective upon mailing of written notice by Contractor via first-class, postage-prepaid mail or telephone facsimile transmission of written notice to the City and such amendment or variation shall automatically be made part of this Agreement.

Section 13. Confidentiality.

(a) Contractor and City agree to hold confidential all information shared that may be marked or indicated by the other as confidential except that Contractor recognizes and agrees that the City is subject to the California Public Records Act and that some or all of the information provided by Contractor may be disclosable thereunder. In the event a public

Attachments

cc: Kalpak Gude (via email)
Randolph Clarke (via email)
David Zesiger (via email)
Lane Johnson (via email)
Anjali Vohra (via email)
Melissa Kinkel (via email)
Diane Griffin Holland (via email)
Richard Mallen (via email)
Marcus Maher (via email)
Rebekah Goodheart (via email)
Matthew Berry (via email)
Valery Galasso (via email)